

AMENDED AND RESTATED

JOINT EXERCISE OF POWERS AGREEMENT

**CONCERNING THE LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL
CORRIDOR AGENCY**

INTRODUCTION

This Agreement is made and entered into in the State of California by and among the following public agencies that are parties of this Agreement:

1. Los Angeles County Metropolitan Transportation Authority;
2. Orange County Transportation Authority;
3. North County Transit District;
4. San Diego Metropolitan Transit System;
5. California Department of Transportation;
6. Southern California Association of Governments;
7. San Diego Association of Governments;
8. Ventura County Transportation Commission;
9. Santa Barbara County Association of Governments;
10. San Luis Obispo Council of Governments;
11. National Railroad Passenger Corporation;
12. California High-Speed Rail Authority.

RECITALS

WHEREAS, some, but not all of the parties to this Agreement had entered into that certain joint exercise of powers agreement to establish the Los Angeles-San Diego Rail Corridor Agency, effective February 6, 1989, but desire to amend and restate such existing joint exercise of powers agreement as provided herein; and

WHEREAS, the parties to this Joint Exercise of Powers Agreement recognize the need for a public agency to oversee increases in the level of intercity passenger rail service in the travel

corridor between San Diego, Los Angeles and San Luis Obispo, and improvements to the facilities that will ensure reduced travel times and that will aid the joint operation of freight and passenger service in the Corridor; and

WHEREAS, the Los Angeles-San Diego State Rail Corridor Study Group created pursuant to Senate Bill 1095 (Chapter 1313, Statutes of 1985) analyzed the feasibility of increasing the level of intercity passenger service in the corridor and instituting commuter rail service from San Clemente to Union Station in Los Angeles and from Oceanside to San Diego; identified and recommended improvements to track and right-of-way to accommodate the higher levels of service; and recommended the creation of a joint exercise of powers agency to oversee the implementation of additional intercity rail passenger service and the necessary track improvements; and

WHEREAS, the parties to this Agreement believe that the joint exercise of their powers will provide an organization capable of implementing the recommendations contained in the State Rail Corridor Study Group's June 1987 report entitled, *Los Angeles-San Diego State Rail Corridor Study*, and undertaking related efforts to improve corridor services and facilities and coordinate sub-corridor commuter rail services with corridor services; and

WHEREAS, each party to this Agreement is authorized to contract with each other for the joint exercise of any common power under Article I, Chapter 5, Division 7, Title 1 of the Government Code of the State of California;

WHEREAS, rail service on the coast corridor has been extended to Ventura, Santa Barbara, and San Luis Obispo Counties;

NOW THEREFORE, in consideration of the recitals, the parties to this Agreement agree to the following:

1.0 DEFINITIONS

- 1.1 **Agency** means the Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency.
- 1.2 **Governing Board or Board** means the Board of Directors of the Agency.
- 1.3 **LOSSAN** is the acronym for Los Angeles-San Diego-San Luis Obispo.
- 1.4 **Voting member agencies** mean Los Angeles County Metropolitan Transportation Authority, Orange County Transportation Authority, San Diego Metropolitan Transit System, North County Transit District, San Diego Association of Governments, Ventura County Transportation Commission, Santa Barbara County Association of Governments, San Luis Obispo Council of Governments and California Department of Transportation.

- 1.5 **Ex-officio non-voting member agency** means the Southern California Association of Governments, the National Railroad Passenger Corporation (Amtrak) and California High-Speed Rail Authority.
- 1.6 **Regional Transportation Planning Agency** means an entity authorized to prepare a regional transportation plan pursuant to Government Code Section 65080.
- 1.7 **Corridor City** means a city adjacent to the LOSSAN right-of-way.
- 1.8 **Southern California Regional Rail Authority** means the institutional structure developed under Article 10 of Chapter 4 of Division 12 of the Public Utilities Code, Sections 130450-130455, for coordination of Southern California commuter rail passenger services in the counties of Los Angeles, Orange, Riverside, San Bernardino, and Ventura.
- 1.9 **LOSSAN North** is defined as Ventura, Santa Barbara, and San Luis Obispo Counties.
- 1.10 **LOSSAN South** is defined as Los Angeles, Orange, and San Diego Counties.
- 1.11 **Fiscal Year** means from July 1 to and including the following June 30.
- 1.12 The **California State Rail Plan** is prepared every two years by the California Department of Transportation as an examination of passenger and freight rail transportation in California, in accordance with Section 14036 of the Government Code.

2.0 CREATION OF AGENCY

There is hereby created an organization to be known as the Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency, hereafter "Agency", which shall be a public entity separate and apart from any member agency. The Agency shall be governed by the terms of this Joint Exercise of Powers Agreement and any Bylaws passed and adopted by its Governing Board.

3.0 PURPOSES

The specific purposes for the creation of the Agency and the exercise of common powers are as follows:

- 3.1 Plan, program, and fund improvements for intercity rail passenger services and facilities in the LOSSAN corridor, including the acquisition or leasing of right-of-way, stations and station sites; the leasing or acquisition of equipment; and related activities.
- 3.2 Negotiate for and accept funds to be expended for the purpose of providing and improving intercity rail passenger services and activities.

- 3.3 Review and comment on facility, service, and operational plans and programs of the agency or agencies operating sub-corridor commuter rail service in the LOSSAN Corridor.
- 3.4 Coordinate facility, service, and operational plans and programs with other organizations providing rail passenger service in the Southern California Region or with whom the Agency may share common facilities, including the agency or agencies operating sub-corridor commuter rail service in the LOSSAN Corridor, the BNSF Railway and Union Pacific or their successor corporations, and the National Railroad Passenger Corporation (Amtrak).
- 3.5 Advocate before local, regional, state, and federal officials and agencies for improvements to services and facilities for the corridor.

4.0 POWERS OF THE LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR AGENCY

As may be necessary for the accomplishment of the purposes of this Agreement, the Agency shall have the power in its own name to undertake the following:

- 4.1 To exercise in the manner provided by this Agreement the powers common to each of the voting members and necessary to the accomplishment of the purposes of this Agreement.
- 4.2 To make and enter into contracts.
- 4.3 To employ agents and employees.
- 4.4 To contract for the services deemed necessary to meet the purposes of the Agency.
- 4.5 To acquire, by lease, purchase, or lease-purchase, and to hold and dispose of real and personal property necessary to carry out the purposes of this Agreement.
- 4.6 To construct, manage, and maintain facilities and services.
- 4.7 To sue and be sued in its own name.
- 4.8 To incur debts, liabilities, or obligations. However, the debts, liabilities, and obligations of the Agency shall not constitute any debt, liability, or obligation of any of the agencies that are parties to this Agreement.
- 4.9 To apply for and accept grants for financial aid pursuant to any applicable state or federal statutes.
- 4.10 To exercise any of the powers set forth in Section 6508 of the Government Code. In exercising these powers, the Agency is subject to the restrictions upon the

manner of exercising the powers of the Los Angeles County Metropolitan Transportation Authority or its successor agency.

- 4.11 To exercise such other powers and to engage in such other activities as are authorized by law (except bonding powers) and approved by the Board.

5.0 GOVERNING BOARD OF THE LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR AGENCY

The composition of the membership of the Governing Board shall be as follows:

5.1. Voting Members of the Governing Board

All powers of the Agency shall be exercised by the Governing Board. The Governing Board shall be selected and composed as follows and each member agency's appointee(s) shall have one vote unless otherwise noted:

1. Two members appointed by the Los Angeles County Metropolitan Transportation Authority; one from its own membership or former membership, and one from its own membership, former membership or selected by the Authority from a corridor city.
2. Two members appointed by the Orange County Transportation Authority selected from its own membership or former membership.
3. A member appointed by the San Diego Metropolitan Transit System selected from its own membership or former membership.
4. A member appointed by the North County Transit District selected from its own membership or former membership.
5. A member appointed by the San Diego Association of Governments selected from its own membership or former membership.
6. While three members of the Governing Board shall represent San Diego County (San Diego Metropolitan Transit System, North County Transit District, and San Diego Association of Governments), these three members shall have a total of two votes. This voting procedure shall be specified by separate agreement among the three San Diego County member agencies.
7. A member appointed by the Ventura County Transportation Commission selected from its own membership or former membership.
8. A member appointed by the Santa Barbara County Association of Governments selected from its own membership or former membership.
9. A member appointed by the San Luis Obispo Council of Governments selected from its own membership or former membership.

10. The Caltrans Director or designee.
11. Each voting member agency may appoint alternates to serve in the absence of the regular appointee.

5.2 Ex-Officio Member of the Governing Board

1. The Southern California Association of Governments shall be a non-voting, ex-officio member of the Governing Board and shall designate a representative to the Board. The ex-officio member may appoint alternates to serve in the absence of the regular appointee.
2. The National Railroad Passenger Corporation (Amtrak) shall be a non-voting, ex-officio member of the Governing Board and shall designate a representative to the board, preferably from its Board of Directors. The ex-officio member may appoint alternatives to serve in the absence of the regular appointee.
3. California High-Speed Rail Authority shall be a non-voting, ex-officio member of the Governing Board and shall designate a representative to the board, preferably from its Board of Directors. The ex-officio member may appoint alternatives to serve in the absence of the regular appointee. Nothing in this Agreement is intended to effect (enact) any joint exercise of the California High Speed Rail Authority's powers or authority. California High Speed Rail Authority's role is advisory only.

All powers of the Agency shall be exercised by the Governing Board.

6.0 RELATIONSHIP OF THE LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR AGENCY TO EXISTING AND FUTURE SUB-CORRIDOR COMMUTER RAIL AGENCIES

The Agency will endeavor to ensure that there is coordination between itself and any sub-corridor commuter rail agency which uses the same facilities to provide commuter rail services as are used by the intercity passenger rail corridor service.

7.0 OFFICERS AND APPOINTEES OF THE GOVERNING BOARD AND THE AGENCY

- 7.1 The officers of the Governing Board, selected from among its voting membership, shall be a Chair and Vice-Chair. The term of office shall be one year.
- 7.2 The officers of the Agency shall be:

- 7.2.1 The Treasurer of one of the voting member agencies, designated by a majority of a quorum of the Governing Board, may serve as the Treasurer of the Agency. The Treasurer shall be the depository of funds and have custody of all funds of the Agency from whatever source.
- 7.2.2 The Auditor of one of the voting member agencies, designated by a majority of a quorum of the Governing Board, may serve as the Auditor-Controller of the Agency. The Auditor-Controller shall draw warrants or check-warrants against the funds of the Agency in the Treasury when the demands are approved by the Board of Directors or such other persons as may be specifically designated for the purpose in the Bylaws.
- 7.3 The Auditor-Controller and the Treasurer shall comply with all duties imposed under Article 1, Chapter 5, Division 7, Title I, of the California Government Code commencing with Section 6500.
- 7.4 The Executive Director shall serve at the pleasure of the Board:
 - 7.4.1 The Governing Board may appoint such an Executive Director. The Agency shall obtain an official bond in an amount determined by the Board guaranteeing faithful performance of the Executive Director's duties.
 - 7.4.2 At the discretion of the Governing Board, duties of the Executive Director may be assigned to a voting member agency's staff person.

8.0 ANNUAL BUDGET

The Governing Board shall approve a preliminary administrative budget and a capital improvement program for the succeeding fiscal year no later than April 1 of each year. The Board shall adopt a final budget no later than June 30 of each year. No funding or financial obligations are created against any member agency solely as a consequence of executing this Agreement.

9.0 FUNDING FOR THE AGENCY

In addition to any funds derived from grants provided for in Section 4.9 of this Agreement, the voting member agencies (except California Department of Transportation) shall consider, through their agency's budgetary process, contribution of funds necessary to carry out the purposes and powers of the Agency, consistent with the Agency's adopted budget and any cost sharing formula adopted by the voting member agencies.

10.0 QUORUM

At least five of the voting member agencies of the Governing Board, including at least one member from each county of Orange, San Diego, and Los Angeles and at least one voting member from LOSSAN North shall constitute a quorum for the transaction of business and all official acts of the Agency.

11.0 RALPH M. BROWN ACT

All meetings of the Agency shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

12.0 BYLAWS

The Board may adopt from time to time Bylaws as may be required for the conduct of its meetings and the orderly operation of the Agency.

13.0 COMMITTEES

The Board shall create the following committees:

13.1 The Board shall form a Technical Advisory Committee (TAC) to review on behalf of the Board technical issues associated with the improvements in passenger rail service and related facilities in the LOSSAN Corridor, including stations and rights-of-way, the coordination of public mass transit services and facilities, the coordination of passenger and freight services in the Corridor and other technical matters. The membership of the Committee is authorized in the Bylaws.

13.2 The Board shall form other committees as are necessary.

14.0 COOPERATION WITH OTHER AGENCIES

14.1 In order to conserve fiscal resources, the Board shall take actions to ensure that the technical expertise, results of previous analysis related to passenger rail service in the LOSSAN Corridor, information bases, and other data available from member and other relevant agencies shall, to the extent feasible, be fully utilized.

14.2 In order to ensure that improvements to intercity rail passenger services and facilities are consistent with the California State Rail Plan, the Agency shall submit an annual plan or program for expenditures in the Corridor prior to the beginning of each fiscal year to the California Department of Transportation. In order to coordinate improvements with the corridor's Regional Transportation Planning Agencies (RTPAs), this annual plan or program for expenditures shall be submitted to the Southern California Association of Governments, San Diego Association of Governments, Santa Barbara County Association of Governments

and San Luis Obispo Council of Governments. Each RTPA shall determine whether or not the annual plan or program is consistent with the Regional Transportation Plan for its area of jurisdiction. The Agency shall submit an annual plan or program for expenditures in the Corridor to Amtrak, for its review when developing its Strategic Guidance and Five-Year Financial Plan.

15.0 DURATION OF AGREEMENT

This Agreement shall continue in full force and effect until such time that a majority of the voting member agencies determine it is in the public interest to dissolve the Agency. This does not preclude member agencies from exercising their right to withdraw their membership in the Agency. Ninety day written notice shall be given.

16.0 DISPOSITION OF ASSETS

Upon termination of this Agreement, any money in possession of the Agency after the payment of all liabilities, costs, expenses, and charges validly incurred under this Agreement shall be returned to the member agencies in proportion to their contributions determined as of the time of termination. Land and fixed facilities shall revert to the voting member agencies in which they are located. Rolling stocks shall become the property of California Department of Transportation for use in the Corridor.

17.0 NOTICE

Addresses of the parties to the Agreement for the purpose of formal communications among the signatories.

Los Angeles County Metropolitan Transportation Authority
1 Gateway Plaza
Los Angeles, CA 90012-2952
(213) 922-3041

Orange County Transportation Authority
550 S. Main St.
P.O. Box 14184
Orange, CA 92863-1584
(714) 560-6282

North County Transit District
810 Mission Avenue
Oceanside, CA 92054
(760) 967-2828

San Diego Metropolitan Transit System
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101
(619) 231-1466

California Department of Transportation
P.O. Box 942874
Sacramento, CA 94274-0001
(916) 323-0742

Southern California Association of Governments
818 W 7th Street, 12 Floor
Los Angeles, CA 90017-3435
(213) 236-1800

San Diego Association of Governments
401 B Street, Suite 800
San Diego, CA 92101
(619) 595-5300

Ventura County Transportation Commission
950 County Square Avenue, Suite 207
Ventura CA 93003
(805) 642-1591

Santa Barbara County Association of Governments
260 North San Antonio Road, Suite B
Santa Barbara CA 93110
(805) 961-8900

San Luis Obispo Council of Governments
1114 Marsh Street
San Luis Obispo, CA 93401
(805) 781-4219

Amtrak
510 Water Street, 5th Floor
Oakland CA 94607
(510) 238-4300

California High-Speed Rail Authority
925 L Street Suite 1425
Sacramento CA 95814
(916) 324-1541

18.0 AUDIT

The Agency shall provide for the accountability of all funds and shall provide for an annual audit pursuant to Section 6506 of the Government Code.

19.0 AMENDMENTS TO THE AGREEMENT

This Agreement may be amended at any time by the unanimous Agreement of the voting member agencies.

20.0 AGREEMENT, COMPLETE

This Agreement constitutes the full and complete Agreement of the parties. This Agreement shall be effective when all member agencies have approved and signed this Agreement. This Agreement shall supercede the Joint Powers Agreement to establish the Los Angeles - San Diego Rail Corridor Agency dated February 6, 1989 and subsequent amendments adopted prior to the dates indicated below.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by authorized officials on the dates indicated below.

21.0 COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

Date:

By:
